

# EXHIBIT “A”

## Complaint

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**Attorneys for Plaintiff**  
**GORDON WOOD**

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

**GORDON WOOD, an Individual**

**Plaintiff**

**- VS. -**

**WINNEBAGO INDUSTRIES, INC.,**

**Defendant**

**CASE NO.: A-18-778700-C**

**DEPT. NO.: Department 28**

**COMPLAINT FOR DAMAGES  
AND DEMAND FOR JURY TRIAL.**

1 Plaintiff Gordon Wood, by and through his attorneys, hereby files this Complaint  
2 and Jury Demand and alleges as follows:

3 **COMMON ALLEGATIONS**

4 1. The true names or capacities, whether individual, corporate, associate,  
5 governmental or otherwise of the Defendants DOES 1 through 100, and each of them, are  
6 unknown to Plaintiff at this time, who therefore sue said Defendants by such fictitious  
7 names. When the true names and capacities of said Defendants are ascertained, Plaintiff  
8 will amend this Complaint accordingly. Plaintiff is informed and believes and thereon  
9 alleges that each of the Defendants designated herein as a DOE was negligent or in some  
10 other manner responsible for the events and happenings herein referred to, and by their  
11 conduct caused injury and damages proximately thereby to Plaintiff, as herein after  
12 alleged, either through their own conduct or omissions, through the conduct or omissions  
13 of their agents, servants or employees, or due to their design, owning, representations,  
14 omissions, engineering, promotion, recommending, advertising, supplying, supervising,  
15 manufacturing, installing, maintaining, fabricating, assembling, renting, contracting,  
16 leasing, inspection, sale, applying, distribution, supervision, ownership, repair, use,  
17 possession, management, control, construction or entrustment of the instrumentalities  
18 causing the injury or damages hereinafter alleged or in some other manner.  
19

20  
21 2. Gordon Wood ("Plaintiff") is and was at all times relevant herein an  
22 individual residing in Clark County, Nevada.  
23

24 3. Upon information and belief, Defendant Winnebago Industries, Inc.  
25 ("Defendant") is and was at all times relevant herein a Nevada Foreign Corporation  
26 registered with the Nevada Secretary of State to conduct business in Nevada since  
27 approximately 2014.  
28

1           4.     Jurisdiction and venue are properly set in the Eighth Judicial District of  
2 Nevada because the warranty was breached in this District and the acts and transactions  
3 giving rise to this Complaint, occurred in Clark County and/or elsewhere in Nevada.

4           5.     This case involves a defective recreational vehicle that was out of service over  
5 150 days in the first year of its ownership and had at least a dozen defects and was in the  
6 repair shop at least 5 times during the first year of ownership for warranty-covered repair  
7 and service attempts. Plaintiff did not buy this new RV so that he could see how many days  
8 it would be in the repair shop or how many defects it would come with or how much of a  
9 run around he would get from the factory and its dealers, trying to get everything fixed  
10 once and for all.

11  
12           6.     At all relevant times herein mentioned, Gordon Wood is a consumer and a  
13 buyer within the meaning of applicable laws.

14  
15           7.     At all relevant times herein mentioned, Defendant is a corporation doing  
16 business in Nevada, California and elsewhere, and is a supplier and merchant and the  
17 warrantor of the RV that Plaintiff purchased.

18           8.     On information and belief, Wheeler RV Las Vegas, LLC, dba Camping World  
19 RV Sales Las Vegas, aka Camping World of Las Vegas was and is an authorized  
20 representative and agent for Defendant, and a Winnebago factory authorized repair and  
21 service facility and performed authorized factory repair and service attempts on the subject  
22 RV and was paid by Defendant to do so and as a result the Defendant ratified the acts and  
23 omissions of Camping World of Las Vegas.

24  
25           9.     Camping World of Las Vegas was the actual and/or implied agent of  
26 Defendant during the dealings which Plaintiff had with Camping World of Las Vegas.

1       10. At all times relevant, Camping World of Las Vegas was a supplier and  
2 merchant, and an authorized repair and/or services and/or warranty representative of  
3 Defendant.

4       11. On information and belief, Giant Inland Empire RV Center, Inc., dba Giant  
5 RV, was and is an authorized representative and agent for Defendant, and a Winnebago  
6 factory authorized repair and service facility and performed authorized factory repair and  
7 service attempts on the subject RV and was paid by Defendant to do so and as a result the  
8 Defendant ratified the acts and omissions of Giant RV.  
9

10       12. Giant RV was the actual and/or implied agent of Defendant during the  
11 dealings which Plaintiff had with Giant RV.

12       13. At all times relevant, Giant RV was a supplier and merchant and an  
13 authorized repair and/or services and/or warranty representative of Defendant.  
14

15       14. The vehicle which is the subject of this dispute was the subject of ineffective  
16 repair and service attempts that were made upon the subject vehicle by Defendant's  
17 authorized representative dealership in Las Vegas, Nevada; the Defendant interacted with  
18 Plaintiff in Nevada and Defendant breached its warranty obligations to Plaintiff in Nevada  
19 between October 2017 and March 2018.

20       15. This case involves a new but defective 2016 Winnebago Grand Tour 42 HL  
21 Class A recreational vehicle costing more than \$331,094 that Defendant warranted for 3  
22 years or 100,000 miles, but which it was not able to repair within a reasonable number of  
23 chances or within a reasonable amount of time and whose warranty the Defendant  
24 breached.  
25  
26  
27  
28

**FIRST CLAIM FOR RELIEF**

**(BREACH OF WARRANTY AND/OR CONTRACT)**

16. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein by Plaintiff.

17. This claim is for breach of warranty and/or contract by Defendant.

18. Plaintiff satisfied all conditions precedent under the terms of the Defendant's warranties.

19. As a result of the above, and the allegations below, among other things, Defendant breached its warranty and/or contract to the injury of Plaintiff and in conjunction therewith committed one or more unfair and/or deceptive acts upon Plaintiff.

20. At all times relevant, Camping World of Las Vegas was a supplier and merchant and an authorized representative and agent of Defendant. Camping World of Las Vegas was authorized by Defendant to act for it in all respects related to warranty repair work performed or attempted on the subject vehicle. Repair attempts upon the subject RV were by Camping World of Las Vegas.

21. At all times relevant, Giant RV was a supplier and merchant and an authorized representative and agent of Defendant. Giant RV was authorized by Defendant to act for it in all respects related to warranty repair work performed or attempted on the subject vehicle. Repair attempts upon the subject RV were by Giant RV and Plaintiff purchased the subject RV from Giant RV.

21. On or about April 22, 2017 the parties entered into a consumer transaction, in that Plaintiff agreed to acquire from Giant RV, the Dealer agreed to sell to Plaintiff, under the terms of a Retail Instalment Sale Contract, and Defendant contracted and/or agreed to warrant the vehicle to be free from defects and/or that it would repair and/or replace any defect which it contracted and/or warranted against, the goods being a certain

1 2016 Winnebago Grant Tour "42 HL" recreational vehicle believed to bear VIN #  
2 4HZFCUCY 8FCGR 1956, and whose total cost was about \$462,876.

3 22. The purpose of Defendant's warranty was to induce the sale of the subject  
4 RV by giving Plaintiff, and to give Plaintiff, the belief that Defendant could and would get  
5 any defect in the subject RV fixed within a reasonable amount of time and within a  
6 reasonable number of attempts if a defect arose. A secondary purpose of the Defendant's  
7 warranty was to give Plaintiff confidence in the reliability and quality of the RV. Another  
8 secondary purpose of the Defendant's warranty was to give Plaintiff confidence in the  
9 Defendant as a company.  
10

11 23. After acquiring the vehicle, Plaintiff discovered that it did not conform to the  
12 representations of Defendant inasmuch as it developed continuing malfunctions, defects  
13 and problems and that was unfair and/or deceptive to Plaintiffs. Although Plaintiff gave  
14 Defendant and its authorized repair facilities a reasonable opportunity, a reasonable  
15 amount of time, and a reasonable number of chances to comply with its warranty  
16 obligations, the Defendant and/or its authorized representatives failed to do so, and such  
17 conduct constituted a material breach of the warranty and/or agreement.  
18

19 24. Because of the warranty-covered defects and the other problems and  
20 malfunctions in the subject RV, Plaintiff notified Defendant and/or one or more of its  
21 authorized servicing and repairing dealers and/or agents of the numerous defects and  
22 delivered the subject RV into the possession of the Defendant and/or one/or more of its  
23 authorized servicing dealers and/or agents at his cost and/or expense beginning just a  
24 month after Plaintiff acquired the subject RV.  
25

26 25. The defects in the RV, which were substantial and existed in the materials  
27 and workmanship caused by Defendant, including but not limited to: Parking brake  
28 warning light and buzzer come on randomly while driving, navigation system and satellite

1 radio do not work, auto level flashed blue and red saying jacks are down when they are not,  
2 when parked and jacks are down they creep up a little every few hours, aqua hot system  
3 burns blue smoke out the back for 20 minutes out the back of the coach once its turned on,  
4 large door from master to bath has a large dent in it, large cupboard in bath has broken  
5 runners, accent light in living room is falling down, baseboards are loose in the master  
6 bedroom, all lights flicker when water pump is in use, door between bedroom and lounge  
7 is broken, dishwasher leaked on first use, stove top does not work - turns on but no heat,  
8 center light on steering wheel does not light up, all shades do not have stops set, all light  
9 control pads in the coach are cracking, entry step rattles loudly when in transit sounds like  
10 its loose and is moving back and forth, and front corner driver side window has air leak  
11 when driving at freeway speeds, among other things.  
12

13 26. Defendant was notified of defects and non-conformities in the vehicle and  
14 the authorized repair facility's failed repair attempts prior to filing this case.  
15

16 27. In all respects, Plaintiff substantially if not completely performed his  
17 obligations under the RV's warranty from Defendant and Defendant did not perform its  
18 obligations, as set forth herein above and below.

19 28. Because of the contract and/or warranty-covered defects, Plaintiff notified  
20 Defendant and/or one of its authorized servicing dealers of the numerous defects and on  
21 various dates delivered the motor coach into the possession of Defendant and/or one of its  
22 authorized servicing dealers at his cost and/or expense beginning shortly after the sale.  
23

24 29. After being in the Defendant's authorized repair facility multiple times and  
25 being out of service a total of about 150 days or more in the first year and accumulating  
26 about a dozen or more warranty-covered defects since its acquisition, Plaintiff notified  
27 Defendant that he wanted his money back but Defendant would not do that.  
28



1           30. In spite of Defendant's obligations, when Plaintiff complained of the inability  
2 of Defendant and its authorized warranty-repair facility to repair the vehicle, Defendant  
3 did not repair or replace or repurchase the subject vehicle.

4           31. Prior to filing this case, and including on January 9, 2018 and March 31,  
5 2018, Plaintiff provided notice to Defendant about its unfair and/or deceptive acts,  
6 practices and failures to live up to its warranty and/or contract.

7           32. Instead of performing as represented, Defendant did not repair all defects in  
8 the vehicle once and for all time. In short, the defects were not repaired, Plaintiff lost all  
9 confidence in the reliability and quality of the RV, and Plaintiff lost all confidence in  
10 Defendant as a company.

11           33. As a result Defendant breached its express and/or implied warranties and/or  
12 contract and committed one or more unfair and/or deceptive acts and/or practices which  
13 are uncured.

14           34. As a result, Defendant's warranty and/or contract failed of its essential  
15 purpose and any limitations contained within the warranty and/or contract are null and  
16 void and Plaintiff is entitled to all applicable legal and equitable remedies in law.

17           35. In addition, any limitations contained within the warranty and/or contract  
18 are null and void and without consideration and Plaintiff is entitled to all applicable legal  
19 and equitable remedies in law.

20           36. Through its advertising and otherwise, Defendant represented that the  
21 recreational vehicles it built were fit for the purpose for which they were designed, that  
22 they are safe and suitable vehicles for their intended designed use, reliably operable for  
23 private transportation and Plaintiff acquired the vehicle in reliance upon the belief that  
24 Defendant possessed a high degree of manufacturing skill and judgment.

1       37. Through its advertising and otherwise, Defendant represented that the  
2 recreational vehicles which it manufactured were of merchantable quality, fit and in  
3 proper condition for the ordinary use for which such vehicles are designed and used, and  
4 Plaintiffs relied on such, but the vehicle involved in this case was not, however, of  
5 merchantable quality and that was unfair and/or deceptive to Plaintiff.  
6

7       38. The malfunctions and defects in the vehicle severely and substantially  
8 impaired its use and/or safety and/or value to Plaintiff and that was unfair and/or  
9 deceptive to Plaintiff.

10       39. Defendant's failure to timely fix all of the vehicle's defects has caused  
11 Plaintiff to lose confidence in the reliability of the subject motor vehicle and in the ability  
12 of Defendant to repair the vehicle's defects and that was unfair and/or deceptive to  
13 Plaintiff.  
14

15       40. Plaintiff provided Defendant and/or one or more of its authorized dealers  
16 with a reasonable number of opportunities to repair the vehicle but they have each  
17 neglected, failed, refused or otherwise been unable to do so within a reasonable amount of  
18 time or a reasonable number of attempts. Most recently it was in the factory authorized  
19 repair facility for an extended amount of time and when it was returned to Plaintiff defects  
20 still existed. It would be a vain act to try to get someone else to fix the Rv when the factory  
21 itself is unable to do so.  
22

23       41. As a result of the above facts, among other things, Defendant breached its  
24 warranties and/or contract and/or representations with respect to the vehicle.

25       42. One or more of the defects and malfunctions in the vehicle were covered  
26 under the terms of Defendant's warranties and/or contract, and Defendant failed to repair  
27 the vehicle, thereby diminishing the use and/or safety and/or value of the vehicle and that  
28 was unfair and/or deceptive to Plaintiff.

## SECOND CAUSE OF ACTION

**(MAGNUSON MOSS WARRANTY ACT)**

49. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

1       50. This claim is for breach of express and/or implied warranties and/or  
2 contract of warranties and/or Defendant's violation of its obligations under the  
3 Magnuson-Moss Warranty Act, 15 U.S.C. 2301, et seq, including but not limited to its  
4 obligations to comply with its warranties and/or contract and/or to make its warranty term  
5 disclosures and its actions in full compliance with all provisions of the Warranty Act and  
6 its applicable regulations.

7  
8       51. As a result of the above, among other things, Defendant has breached its  
9 obligations under the Warranty Act and/or its applicable disclosure and/or other  
10 regulations and that was unfair and/or deceptive to Plaintiff.

11       52. As a result of the above, among other things, Defendant breached its  
12 obligations to make its warranty term disclosures and its actions in full compliance with  
13 all provisions of the Warranty Act and the applicable Code of Federal Regulations.

14       53. As a result of the above, inter alia, Defendant is in violation of the Warranty  
15 Act.

16  
17       54. As a direct and proximate result of Defendant's actions, Plaintiff has suffered  
18 damages in an amount exceeding \$10,000.

19       55. It has become necessary for Plaintiff to engage the services of an attorney to  
20 prosecute this action and therefore Plaintiff is entitle to costs and attorney fees as general  
21 and/or special damages.

22                   **THIRD CAUSE OF ACTION**

23                   **(Nevada Deceptive Trade Practices Act; NRS 41.600(2)(e))**

24  
25       56. The allegations of all other paragraphs and claims in this pleading are  
26 incorporated as if fully rewritten herein.

27       57. This claim is for violation of the Nevada Deceptive Trade Practices Act by  
28 Defendant.

1           58. Prior to the purchase of the subject RV by Plaintiff, Defendant did attempt  
2 by publication, dissemination, solicitation or circulation to induce, directly or indirectly a  
3 person to enter into any obligation to acquire an interest in personal property and such  
4 attempts were each an advertisement within the meaning of the Nevada Deceptive Trade  
5 Practices Act.

6  
7           59. Plaintiff is 60 or more years old and thereby defined as an elderly person  
8 within the meaning of the Nevada Deceptive Trade Practices Act.

9           60. In the course of its business or occupation, Defendant knew that when its  
10 new RV's and motorhomes arrived at its authorized retail dealers fresh from the factory, it  
11 was common for them to have defects upon arrival. Nevertheless, Defendant did not  
12 publicly disclose that fact.

13           61. In the course of its business or occupation, Defendant knew that after its new  
14 RV's and motorhomes arrived at its authorized retail dealers fresh from the factory and  
15 before they were sold retail, it was common for them to develop defects. Nevertheless,  
16 Defendant did not publicly disclose that fact.

17  
18           62. In the course of its business or occupation, Defendant knew that after its new  
19 RV's and motorhomes were sold retail it would be common for defects to arise during the  
20 first year of ownership by the retail purchaser. Nevertheless, Defendant did not publicly  
21 disclose that fact.

22           63. In the course of its business or occupation, Defendant advertised that its new  
23 RV's and motorhomes benefitted from its "113 point ship out inspection" and that in the  
24 process of that inspection "everything has to be perfect," and it employs an "extensive test  
25 regimen," to assure that its motorhomes are "built to last," and that "your motorhome is  
26 ready to hit the road when you are," and that Defendant builds and produces "the best  
27 motorhomes possible," and that its hardwood cabinets are "well built" and that "quality is  
28

1 built in from the beginning" and that the subject RV's model line was "nothing but the  
2 best" and it had "expertly crafted solid wood cabinetry."

3 64. As a result of the above, among other things, in the course of its business or  
4 occupation, Defendant knowingly made one or more false representations as to the  
5 characteristics, uses, or benefits of goods or services for sale, that goods or services were  
6 for sale that were of a particular standard, quality or grade when it knew or should have  
7 known that they were of another standard, quality, or grade.  
8

9 64. As a result of the above, among other things, in the course of its business or  
10 occupation, Defendant knowingly failed to disclose a material fact in connection with the  
11 sale of goods or services.

12 65. As a result of the above, among other things, one or more unfair and/or  
13 deceptive acts, omissions, or practices were committed by Defendant in violation of Nev.  
14 Rev. Stat. Ann. 598.0915(5), (7), and (15), and Nev. Rev. Stat. Ann 598.092 subsections 8  
15 and 9.  
16

17 66. As a result of the above, among other things, one or more unfair and/or  
18 deceptive acts, omissions, or practices were committed by Defendant, including but not  
19 limited to:

- 20 a. Knowingly making a false representation as to the characteristics or  
21 uses or benefits of goods or services.
- 22 b. Representing that goods or services are of a particular standard or  
23 quality when the supplier knows or should know that they are of  
24 another standard or quality.
- 25 c. Knowingly makes another false representation in a transaction.
- 26 d. Knowingly misrepresents the legal rights, obligations or remedies of a  
27 party to a transaction.  
28

- e. Representing that the transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies or obligations when the representation was false and the supplier knows or should reasonably know that the representation is false.
- f. Representing that the supplier is able to deliver or complete the subject of the consumer transaction within a stated period of time when the supplier knows or should reasonable know the supplier could not.
- g. Breach of Express and/or Implied Warranties.
- h. Violation of the Magnuson Moss Warranty Act.
- i. Failing to remedy defects in a warranted vehicle within a reasonable number of attempts.
- j. Failing to remedy defects in a warranted vehicle within a reasonable amount of time.
- k. Failing to honor a request to take the vehicle back and/or rescind and/or cancel the sales and warranty transaction.
- l. Failing to honor a request to take the vehicle back and rescind and/or cancel the sales and warranty transaction within a reasonable amount of time.
- m. Including one or more unconscionable and/or unreasonable terms in the written warranty document(s).
- n. Stalling and/or delaying the performance of a legal obligation.
- o. Representing that defects have been repaired when in fact they were not.
- p. Representing the supplier is able to deliver or complete the subject of a consumer transaction within a stated period of time when the supplier knows or reasonably should know the supplier could not.
- q. Soliciting a person to enter into a contract or agreement that contains terms that are oppressively one sided or harsh and/or in which the terms unduly limit the person's remedies, and/or in which the price is unduly excessive, and there was unequal bargaining power that let the person to enter into the contract or agreement unwillingly or without knowledge of the terms of the contract or agreement.
- r. Refusing to recognize the rights of buyers under the Uniform Commercial Code when the only remedy afforded by its limited warranty failed of its purpose.



- 1 s. Knowingly distributing goods for retail sale to consumers that it k  
2 knows or should know are defective without disclosing such.
- 3 t. Knowingly distributing goods for retail sale to consumers that it  
4 knows or should know are likely to be defective without disclosing  
5 such.
- 6 u. Knowingly distributing goods for retail sale to consumers that it  
7 knows or should know will become defective after receipt by the retail  
8 seller and before purchase by the retail buyer without disclosing  
9 such.
- 10 v. Knowingly distributing goods for retail sale to consumers that it  
11 knows or should know are likely to become defective after receipt by  
12 the retail seller and before purchase by the retail buyer without  
13 disclosing such.
- 14 w. Knowingly distributing goods for retail sale to consumers that it  
15 knows or should know will become defective during the first year  
16 after purchase by the retail buyer without disclosing such.
- 17 x. Knowingly distributing goods for retail sale to consumers that it  
18 knows or should know are likely to become defective during the first  
19 year after purchase by the retail buyer without disclosing such.
- 20 y. Failing to make replacement of warranted defective parts available  
21 to a consumer within a reasonable time..
- 22 z. Failing to make a refund of the cost of warranted goods when it has  
23 failed to make replacement of warranted defective parts available to  
24 a consumer within a reasonable time.
- 25 67. As a result of the above, inter alia, Defendant committed one or more  
26 deceptive acts, omissions, or practices in violation of Nevada Deceptive Trade Practices  
27 Act, in the course of and/or before, during or after a consumer transaction between  
28 Plaintiff and a supplier in relation to the 2016 Winnebago Grant Tour "42 HL" RV.
68. As a direct and proximate result of Defendant's actions, Plaintiff has suffered  
damages in an amount exceeding \$10,000.
69. It has become necessary for Plaintiff to engage the services of an attorney to  
prosecute this action and therefore Plaintiff is entitle to costs and attorney fees as general  
and/or special damages.



1       **WHEREFORE**, Plaintiff prays for relief as follows, cumulatively and/or  
2 alternatively:

- 3           1.     For all claims of Plaintiff be granted and awarded
- 4           2.     For general damages in excess of \$15,000.00
- 5           3.     For pre-judgment and post-judgment interest at the statutory rate
- 6           4.     For reasonable attorney fees as general and/or special damages and/or
- 7                 otherwise under law
- 8           5.     For the costs of suit incurred herein
- 9           6.     For the costs of litigation incurred herein
- 10          7.     Trial by Jury on all claims and issues herein
- 11          8.     For such other and further relief as this Court may deem just and proper.

12  
13 **PLAINTIFF HEREBY DEMANDS JURY**

14  
15  
16 Date this 30<sup>th</sup> day of July, 2018

17  
18  
19                               By /s/ George O. West III  
20                               George O. West III  
                              Law Offices of George O. West III  
                              **Consumer Attorneys Against Auto Fraud**

21                               RONALD BURGE, ESQ (Pro Hac Vice)  
22                               Ohio SNB 0015609  
23                               Burdge Law Office Co LPA

24                               Attorneys for Plaintiff  
25                               **GORDON WOOD**